

ARTICLE 7

UNION BUSINESS

SECTION 1. TIME OFF FOR UNION BUSINESS.

To the extent that attendance for Union business does not interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be released and allowed time off without pay for legitimate Union business. Approval for such time off shall not be unreasonably denied.

Employees who have been granted time off without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union business. Such time off shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work.

A properly designated Union Representative shall notify and receive approval from his/her supervisor on each occasion before engaging in Union business authorized by this Agreement. Such notice shall be furnished at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, except as mutually agreed to locally on a case-by-case basis.

In addition to the notice from the employee required above, the Union President or his/her designee shall also provide, at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations, the Employer may authorize a variance from this procedural requirement.

No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Union President or his/her designee.

SECTION 2. ANNUAL LEAVE BUY BACK.

An employee may utilize any accumulated time (holiday, compensatory, annual) in lieu of taking such time off without pay, as provided for in Section 1 of this Article. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits with the following restrictions:

- A. An employee shall be permitted annual leave absence from work for such Union business up to a maximum of accrued credits.
- B. The Union may reinstate such expended credits used in the previous twelve (12) months by cash payment to the department personal services account at the employee's current daily rate. The Union shall furnish to the Department

the total cost to the state of such credits. This provision shall be administered in compliance with applicable tax statutes.

- C. The Union shall be allowed to exercise the option of reinstating such credits for any one employee no more than six (6) times each fiscal year.

SECTION 3. ADMINISTRATIVE LEAVE.

Subject to the operational needs of the Employer and in accordance with the provisions below, employees in this Bargaining Unit shall be released and permitted time off without loss of pay or benefits during scheduled working hours for Union business, subject to the following conditions:

- A. The administrative leave provided in this Section shall be the only administrative leave for Union business that may be utilized by any employee in this Bargaining Unit.
- B. An Administrative Leave Bank is established based on one hour of administrative leave for each employee in the Bargaining Unit. Such bank shall be computed on the basis of the number of employees in the Bargaining Unit who are on active payroll status at the end of the pay period which includes January 1 of each calendar year.

Such administrative leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

Such administrative leave shall be granted only in one hour increments.

Approval for such time off shall not be unreasonably denied.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Rules and Regulations.

The Office of the State Employer shall provide the Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the Union President or his/her designee. Such authorization shall be sent to the Office of the State Employer and the Departmental/Agency Employer.

- C. An administrative leave bank of 2,088 hours shall be established on January 1 of each year to be used by any employee in this Bargaining Unit who is a duly

elected member of the State of Michigan AFL-CIO Executive Council and/or serving on the State of Michigan AFL-CIO Standing Committee on Unemployment Insurance as appointed by the President of the State of Michigan AFL-CIO, within five (5) days after such election or appointment (or if already elected or serving, within five (5) days after the effective date of this contract). The Union will furnish to the State Employer in writing the name and department of such employee. Notification of any change in membership of the AFL-CIO Executive Council and/or the Standing Committee on Unemployment Insurance shall also be in writing to the State Employer within five (5) days after such change.

Any such administrative leave, which is not used, may not be carried forward to other years.

- D. A duly elected member of the Human Services Support Unit of SEIU Local 517-M Executive Board (not to exceed one (1) in this Bargaining Unit) shall be granted time off without loss of pay to prepare for and attend meetings of the Executive Board. Such time shall not exceed two (2) days per executive board meeting or twelve (12) days per year. Provisions for notice to the Employer of such member's intent to prepare for and attend Executive Board Meetings shall be mutually agreed to by the parties.